

Bank of the West

EAST BAY CORPORATE BANKING
7677 Oakport Street, Suite 565
Oakland, California 94621
(415) 568-4878

Deborah A. Simpson
Vice President

RECORDATION #19 16438 FILED 1425

JUL 20 1989 - 11 15 AM
INTERSTATE COMMERCE COMMISSION

June 23, 1989

Interstate Commerce Commission
Office of the Secretary
12th and Constitution NW
Washington, D.C. 20423

Re: LIQUID SUGARS, INC.

Gentlemen:

Enclosed please find our Security Agreement covering railcars owned by Liquid Sugars, Inc. Bank of the West is the secured party. Also enclosed is a statement from Security Pacific National Bank terminating its interest in the railcars.

Please see that your records reflect Bank of the West's security interest in the railcars and please so acknowledge on the enclosed acknowledgment copy.

Please bill us for your charges as appropriate. Thank you for your attention to this matter.

Sincerely,

Deborah A. Simpson
Deborah A. Simpson
Vice President

DAS/cm
enclosures

NAMES AND ADDRESSES OF ALL INTERESTED PARTIES

Liquid Sugars, Inc.

BANK OF THE WEST
7677 Oakport Street, Suite 565
Oakland, California 94621

SECURITY PACIFIC NATIONAL BANK
2115 Broadway
Oakland, California 94612

LIQUID SUGARS, INC.
P. O. Box 96
Oakland, California 94604



EQUIPMENT SECURITY AGREEMENT

EXHIBIT G

THIS EQUIPMENT SECURITY AGREEMENT (hereinafter referred to as "this Agreement") dated June 20 19 89, between

BANK OF THE WEST (the Secured Party hereinafter called "Bank") with its place of business at 7677 Oakport Street, Suite 565 Oakland California 94621 and Liquid Sugars, Inc.

[XX]

California corporation, [] sole proprietorship, [] partnership (hereinafter called "Borrower") with its sole place of business (if it has only one), its chief executive office (if it has more than one place of business), or residence (if Borrower is an individual) located at 1285 66th Street, Emeryville, California 94608

JUL 20 1989 - 11 15 AM

1. Borrower grants to Bank a security interest in the following (hereinafter referred to as "Collateral"):

(a) All of Borrower's present machinery, equipment, fixtures, vehicles, office equipment, furniture, furnishings, tools, and attachments, wherever located (including but not limited to, the items listed and described on the Schedule of Collateral attached hereto and marked Exhibit "A" and by this reference made a part hereof);

(b) All of Borrower's additional equipment, wherever located, of like or unlike nature, to be acquired hereafter, and all replacements, substitutes, accessories, additions and improvements to any of the foregoing; and

(c) All money, deposits, accounts and any other assets of Borrower in which Bank receives a security interest or which hereafter comes into the possession, custody or control of Bank;

(d) All proceeds of the assets of Borrower referred to in paragraphs (a) through (c) above, including but not limited to, all accounts, instruments, chattel paper, notes, general intangibles, goods, inventory, deposit accounts, money and other tangible and intangible property of Borrower resulting from the sale or disposition of the assets of Borrower referred to in paragraphs (a) through (c) and all proceeds of insurance.

(e) See listing of railcars attached hereto and incorporated herein by this reference.

2. Bank's security interest shall secure (1) all loans made to borrower pursuant to the Credit Agreement dated as of June 20, 1989, and any extensions as amended thereto; (2) all other existing and future debts and liabilities of Borrower to Bank whether or not evidenced by notes; (3) all future advances made by Bank to or for the account of Borrower, including advances for rent, insurance, storage, repairs to and maintenance of the Collateral, taxes and discharge of any other lien, security interest or encumbrance; (4) all other indebtedness, however created, direct or contingent (including guarantees), whether arising for past, present and future loans and advances, or acquired by Bank, which Borrower may now or hereafter owe to Bank; (5) all costs and expenses incurred in the collection of any of the foregoing, and retaking the Collateral, obtaining possession, including all attorneys' fees and expenses; and (6) all obligations, covenants, agreement, and duties owed by Borrower to Bank. All of the foregoing items (1) through (6) shall hereinafter be referred to as "Obligations".

3. Until default hereunder, Borrower shall be entitled to possession of the Collateral, which shall be kept only at

SEE EXHIBIT A ATTACHED HERETO.

(Street)

(City)

(County)

(State)

and the following additional address(es) (if any)

and the names of the record owners and/or mortgagees of such premises are: various

4. Borrower warrants, covenants and agrees that: (a) it will defend title to the Collateral and the security interest of Bank therein against the claims and demands of all persons; (b) it will, at its own cost and expense, keep the Collateral in a good state of repair; (c) it will not waste, destroy, misuse, abuse or illegally use the Collateral or any part thereof and will not be negligent in the care thereof; (d) it will not remove, destroy, abuse, obliterate, amend, change, cover, paint, deface, or alter the name plates, serial numbers, labels, or other distinguishing numbers or identification marks placed upon the Collateral or any part thereof by or on behalf of the manufacturer, or by or on behalf of any dealer in or rebuilder thereof, or by or on behalf of Bank; (e) it will keep the Collateral free and clear of all attachments, levies, taxes, liens, security interests and encumbrances of every kind and nature and will not sell, assign, transfer, lease, mortgage, suffer a lien upon or in any way encumber the Collateral or suffer it, or any part thereof, to come into the possession of any other person; (f) it will not secrete, abandon or remove the Collateral, or any part thereof, or suffer the removal of it, or any part thereof, from the location(s) stated above or remove or permit to be removed any equipment or accessories now or hereafter placed upon said Collateral; (g) it will immediately notify Bank of any change in Borrower's address from that stated above; (h) it shall not be released from this Agreement because of the loss, injury or destruction of the Collateral; (i) it agrees to allow Bank and its representatives free access and right of inspection of the Collateral at all times and in the event of loss or damage to the Collateral, to immediately notify Bank thereof in writing; (j) it will, at its own cost and expense, pay all taxes or other charges against the Collateral; (k) it will comply with the terms and conditions of any leases covering the premises wherein the Collateral is located and any orders, ordinances, laws or statutes of any city, state or governmental department having jurisdiction with respect to such premises or the conduct of business thereon; (l) the Collateral is not now and will not hereafter be so affixed to realty as to become a part thereof or a fixture and said Collateral is and shall at all times remain and be personal property; (m) it will, when requested by Bank, execute any and all written instruments and documents and, at Borrower's own sole cost and expense, do any other acts necessary to effectuate more fully the purposes and provisions of this Agreement; (n) it will not do or permit any act for which the Collateral might be confiscated; (o) each, every and all papers, writings, documents, instruments, contracts, agreements, memoranda, receipts, guarantees, certificates, statements, notices, assignments, notes and the like, presented to Bank by or on behalf of Borrower, at any time, in any way or to any extent connected with the events or transactions referred to or contemplated in this Agreement, are genuine and were duly executed; (p) it does hereby indemnify and save harmless Bank from all losses, costs, damages, liabilities, or expenses, including all attorneys' fees which Bank may sustain or incur by reason of defending or protecting the security interests herein granted or the priority thereof or enforcing payment of the Obligations, or in the prosecution or defense of any action or proceeding concerning any matter growing out of or connected with this Agreement and/or the Obligations and/or the Collateral; and (q) neither the whole nor any part of the Collateral is being used or will ever hereafter be used, to any extent, for personal, family or household purposes, but, instead, all the Collateral is being used and will ever hereafter be used solely for commercial and business purposes.

5. Borrower at its expense, shall keep and maintain; the Collateral insured against loss or damage by fire, theft, explosion, sprinklers and all other hazards and risks ordinarily insured against by other owners who use such properties and interest in properties in similar businesses for the full insurable value thereof; and business interruption insurance and public liability and property damage insurance relating to Borrower's ownership and use of its assets. All such policies of insurance shall be in such form, with such companies and in such amounts as may be satisfactory to Bank, Borrower shall deliver to Bank certified copies of such policies of insurance and evidence of the payment of all premiums therefor. All such policies of insurance (except those of public liability and property damage) shall contain an endorsement in a form satisfactory to Bank showing loss payable to Bank and all proceeds payable thereunder shall be payable to Bank and upon receipt by Bank shall be applied on the account of Borrower's Obligations. To secure the payment of Borrower's Obligations, Borrower grants Bank a security interest in and to all such policies of insurance (except those of public liability and property damage) and the proceeds thereof and directs all insurers under such policies of insurance to pay all proceeds thereof directly to Bank. Borrower hereby irrevocably appoints Bank (and any of Bank's officers, employees or agents designated by Bank) as Borrower's attorney-in-fact for the purpose of making, settling and adjusting claims under such policies of insurance and for making all determinations and decisions with respect to such policies of insurance. Each such insurer shall agree by endorsement upon the policy or policies of insurance issued by it to Borrower as required above, or by independent instruments furnished to Bank that it will give Bank at least ten (10) days written notice before any such policy or policies of insurance shall be altered or cancelled, and that no act or default of Borrower, or any other person, shall affect the right of Bank to recover under such policy or policies of insurance required above or to pay any premium in whole or in part relating thereto. Bank, without waiving or releasing any Obligations or defaults by Borrower hereunder, may at any time or times hereafter, but shall have no obligation to do so, obtain and maintain such policies of insurance and pay such premiums and take any other action with respect to such policies which Bank deems advisable. All sums so disbursed by Bank including all attorneys' fees, court costs, expenses and other charges relating thereto, shall be a part of Borrower's Obligations and payable on demand.

6. Bank may, at its option, pay, purchase, contest, compromise or discharge any attachments, levies, taxes, claims, debts, liens, charges, security interests or encumbrances which in its judgment may affect or appear to affect the Collateral or its rights hereunder; in addition, Bank may pay for the maintenance and preservation of the Collateral. The amounts of any payments made hereunder, together with all costs and expenses, including all attorneys' fees, are all to be repaid by Borrower to Bank; and together with interest thereon at the rate charged upon the Obligations are all secured hereby. Bank may, from time to time, without notice to Borrower, release, renew, extend or alter the time or terms of payment of any obligations secured hereunder; release, surrender or substitute any property or other security; or accept any type of further security therefor, without in any way affecting said Obligations. Consent is hereby given to delay or indulgence in enforcing payment or performance of any of the Obligations. Diligence, presentment, protest, demand and notice of every kind are hereby waived. Debtor hereby waives (1) the right, if any, to require Bank to proceed against any person liable for the payment of any of the Obligations as a condition to or prior to proceeding hereunder; (2) the right, if any, to require Bank to foreclose upon, sell or otherwise realize upon or collect or apply any other property, real or personal, securing any of the Obligations, as a condition to, or prior to proceeding thereunder.

7. Time is of the essence of this Agreement. Borrower shall be in default hereunder if any of the following shall occur: (a) Borrower shall fail to pay when due or punctually perform any Obligations; or (b) any warranty, representation, promise or statement made or furnished to Bank by or on behalf of Borrower was false in any material respect when made or furnished; or (c) any event shall occur which results in the acceleration of the maturity of any debt of Borrower to others; or (d) any of the Collateral shall be lost, stolen or damaged; or (e) there shall be a levy upon, seizure or attachment of any of the Collateral; or (f) Borrower shall cease operations, be dissolved, terminate its existence or become insolvent or unable to meet its debts as they mature; or (g) Borrower shall make an assignment of its property for the benefit of creditors or suffer the appointment of a receiver of any part of its property; or (h) any proceedings under any bankruptcy or insolvency law shall be commenced by or against Borrower or any guarantor or endorser of any Obligations; or (i) any guarantor or endorser of any Obligations shall revoke or terminate its guaranty, die, make an assignment for the benefit of creditors, suffer the appointment of a receiver over any part of such guarantor's or endorser's property; or (j) material impairment of the prospect of repayment of the Obligations; or (k) material impairment in the value or priority of Bank's security interest.

8. Upon Borrower's default hereunder, or under any other agreement between Borrower and Bank, at the option of Bank, and without notice or demand, all of the Obligations shall become immediately due and payable and then and thereafter Bank shall have all of the rights and remedies of a secured party under the California Uniform Commercial Code. In addition, Bank shall have the right: to take and maintain possession of the Collateral and in so doing, alone or with any other person, enter upon the premises where the Collateral may be found or is believed by Bank to be located, using all necessary force to accomplish the same (Borrower hereby waiving all claims for damages and otherwise, due to, arising from or connected with such entry and/or seizure); to maintain possession of such premises and dispose of the Collateral on any premises of Borrower or under Borrower's control; and/or to remove such Collateral or any part thereof to any place Bank may desire. If requested by Bank to do so, Borrower shall assemble and make the Collateral available to Bank at a place to be designated by Bank. In the event of sale by Bank after default by Borrower, the Collateral need not be in view of those present attending the sale, nor at the same location at which the sale is being conducted, and Bank may sell the same in such order, priority and lots as Bank, in its uncontrolled discretion may designate. Borrower shall receive all notices required to be given and which cannot be waived by law; all other notices of every type, nature or kind are hereby waived by Borrower. Any notice required hereunder by law to be given shall be conclusively presumed given and received by Borrower when and at such time as it is mailed, postage prepaid, to Borrower at its address as set forth herein. Unless the Collateral is perishable, depreciates rapidly or is of a type customarily sold on a recognized market, Borrower will be given reasonable notice of the time and place of any public sale thereof, or of the time on or after which any private sale or any other intended disposition is to be made. Bank may be the purchaser at any public sale of the Collateral. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, to Borrower at the address as set forth above, at least five (5) days before the time of sale or other disposition.

9. Expenses of retaking, holding, preparing for sale, selling and the like shall include, without limitation, all of Bank's attorneys' fees and other legal expenses and disbursements and are all secured hereby. If a sum is not realized from any such sale sufficient to pay all Obligations, Borrower hereby promises and agrees to pay any deficiency and shall remain liable to Bank for any balance due under the terms of this Agreement upon any and all of the Obligations secured hereby. The excess, if any, of net proceeds over all Obligations, after payment and satisfaction thereof, shall be paid to Borrower.

10. Bank may have and exercise one or more or all of the foregoing remedies and rights and any one or more or all the rights and remedies provided for in any and all agreements now or hereafter existing between Bank and Borrower. Bank may exercise any and all rights existing in its behalf in such order and priority and/or successively, alternatively or concurrently and in such manner as it in its discretion, may direct. The rights of Bank to utilize any one or more remedies available to it under this Agreement or any other past, present or future agreements between Borrower and Bank, or under the California Uniform Commercial Code, are cumulative and may be used successively, alternatively or concurrently. No delay or failure on the part of Bank in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by Bank, and then only to the extent therein set forth.

11. This Agreement shall be construed and enforced according to the laws of the State of California. The provisions of this Agreement are specifically agreed to be severable. If any clause, provision or right provided for herein is unenforceable or inoperative, the remainder of this Agreement may be enforced as if such clause, provision or right were not contained herein. When the context so requires, the masculine gender includes the feminine and/or neuter, the feminine includes the masculine and/or neuter, the neuter includes the masculine and/or feminine, the singular includes the plural and the plural the singular.

12. This Agreement cannot be changed or terminated orally. All the rights, privileges, remedies and options given to Bank hereunder shall inure to the benefit of their successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Agreement shall bind the representatives, successors and assigns of each of the parties; however, Borrower may not assign this Agreement without Bank's prior written consent and any prohibited assignment shall be absolutely void. No consent to an assignment by Bank shall release Borrower or any guarantor of their Obligations to Bank. Bank may freely assign this Agreement and its rights and duties hereunder.

Liquid Sugars, Inc. ("Borrower")
 By Alfred B. Saroni, Jr. Warren D. Mooney
 Title: President Secretary
 ("Borrower")

ATTEST:
 Title: _____

STATE OF CALIFORNIA

State of CALIFORNIA
 County of ALAMEDA } ss.

On this 11th day of JULY, in the year 1989, before me,

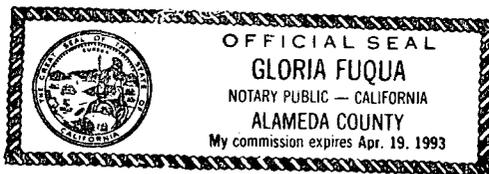
GLORIA FUQUA

, a Notary Public in and for the _____
 County of ALAMEDA, State of California,

personally appeared D.E.B. ORATH A. SIMPSON

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she or they) executed it.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my Official Seal, in the _____
ALAMEDA County of the State of California the day and year in this certificate first above written



(General) Notary Public in and for the _____
 of the State of California. ALAMEDA County

Gloria Fuqua
 Notary Public's Signature

FORM 030-4242 (7-82)

GENERAL ACKNOWLEDGMENT

State of California }
 County of Alameda } ss.

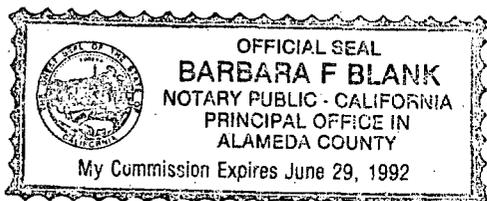
On this the 10th day of July, 1989, before me,

Barbara F. Blank
 the undersigned Notary Public, personally appeared

Alfred B. Saroni, Jr. &
Warren D. Mooney
 personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is subscribed to the within instrument, and acknowledged that he executed it. WITNESS my hand and official seal.

Barbara F. Blank
 Notary's Signature



6/18/89

LIQUID SUGARS, INC. AS OF: 16-Mar-89
 VALID WAREHOUSE NUMBERS AT: 12:16 PM

No.	Location	Divisions	Comments	Address
* 01	Emeryville, CA	51,52,53,54		Liquid Sugars, Inc., 1274 65th Street, Emeryville, Ca. 94608
02	Oakland, CA	54		Emery Warehouse, 727 Kennedy St., Oakland, Ca. 94604
03	Emeryville Packaging	51,53		Liquid Sugars, Inc., 1274 65th Street, Emeryville, Ca. 94608
08	Stockton Annex	51,53		Delicato Vineyards, 12801 S. Hwy 99, Manteca, Ca. 95207
* 10	Stockton, CA	51,53		Liquid Sugars, Inc., Road A & Road 4, Port of Stockton, Stockton, CA 95203
11	Los Angeles, CA	54		MB Warehouse, 2620 E. Vernon, Los Angeles, Ca. 90058
12	Los Angeles, CA	51	Closed 12/87	Grey Truck
13	Los Angeles, CA	51		Vernon Warehouse, 2050 E. 38th, Vernon, Ca. 90058
14	Los Angeles, CA	54	Closed 1986	Loyalty Warehouse
* 30	Salem, OR	51,52,53		Liquid Sugars, Inc. 1299 E. Front Street, Salem, O. 97303
32	Portland, OR	54		Holman Transfer, 2300 S. E. Beta, Portland, Or. 97222
40	Seattle, WA	54		Western Cartage, 270 S. Hanford, Seattle, Wa. 98134
41	Vancouver, WA	54	Closed 1985	Grass
42	Seattle, WA	51	Closed 01/89	Pacific Foods
* 44	Kent, WA	51		Blue Banner Foods, 806 W. Meeker, Kent, Wa. 98031
45	Spokane, WA	54		Taylor Edwards Whse, N. 800 Hamilton, Spokane, Wa. 99207
* 46	Toppenish, WA	51,52,53		Liquid Sugars, Inc. Route 2, Buena Way & Fraley Road, Toppenish, Wa. 98948
* 47	Spokane, WA	51		Gai's Bakery, North 110 Francher Rd., Spokane, Wa. 99206
48	Vancouver, B.C.	54		Vancouver Distribution Center, 3450 Wellington Ave., Vancouver, B.C. V5R4Y4000
* 49	Abbotsford, B.C.	51,53		Vedder Transportation, 34416 E. Marshall Rd., Abbotsford, B.C. V2S5A5
* 50	Salt Lake City, UT	51,52,53,54		Liquid Sugars, Inc. 988 W. 2950 S., Salt Lake City, Ut. 84119
55	Commerce City, CO	54		Alliance
58	Cedar Rapids, IA	54		Kingman Distributing, 2055 N. Town Lane N.E., Cedar Rapids, Ia. 52402
59	Des Moines, IA	54		United Warehousing Corp., 4435 N.W. 112th St., Des Moines, Ia. 50322
60	Morland, NY	51,52,53	Closed 06/88	
61	Coralville, IA	54		Liquid Sugars, Inc., 415 - 10th Ave., Coralville, Ia. 52241
62	Grand Junction, CO	54		Mesa Moving & Storage, 2522 A Hwy 6 & 9th, Grand Junction, Co. 81505
63	Sioux Falls, SD	54		Consumers Supply Whse, 1101 Blackhawk, Sioux Falls, Sd. 57104
64	Wichita, KS	54		United Warehouse, 811 E. Waterman, Wichita, ks.
* 65	Denver, CO	51,52,53,61,62,63		Liquid Sugars, Inc., 12175 W. 50th Place, Wheatridge, Co. 80033
66	Denver, CO	54		Craig Distribution, 4860 Joliet St., Denver, Co. 80239
67	St. Louis, MO	54		Central Warehouse, 5049 Fyler Ave., St. Louis, Mo. 63179
* 68	Kansas City, MO	51		Liquid Sugars Incorporated - Midwest
69	Kansas City, MO	54		Evans Transfer & Storage, 1325 St. Louis Ave., Kansas City, Mo. 64140
* 70	Dallas, TX	51,52,53		Liquid Sugars, Inc., 9965 Monroe Drive, Dallas, TX 75220
71	Great Bend, KS	54		Maser Freight, 624 Kansas St., Great Bend, ks. 67530
72	Hutchinson, KS	54		PMS Foods, Inc., 2701 E. 11th St., Hutchinson, ks. 67501
77	Kansas City, MO	54		Empire Cold Storage
* 79	New Orleans, LA	51,52,53		Liquid Sugars, Inc. 308 Butterworth, Jefferson, LA 70121
71	Dallas, TX	54		Williams Distribution, 6021 Cedar Springs Rd., Dallas, Tx. 75215
80	Las Vegas, NV	54	Closed 09/87	Las Vegas Transfer & Storage
81	Stora Lake, IA	54		Consumers Supply Whse, 1509 E. Richland, Stora Lake, Ia. 50580
85	Phoenix, AZ	54	Closed 10/87	Arizona Freeport
86	Phoenix, AZ	54		States Warehouses, 107 S. 41st Ave., Phoenix, Az. 85044

* 31 Portland, OR 51

5300 S.E. McLoughlin, Portland, OR 97206

* Trial Accents and mixtures at these locations inventory only at



LIQUID SUGARS, INC.

<u>Description</u>	<u>Serial No.</u>
RAIL CAR, LINED	LSIX101
RAIL CAR, LINED	LSIX102
RAIL CAR, LINED	LSIX103
RAIL CAR, LINED	LSIX104
RAIL CAR, LINED	LSIX105
RAIL CAR, LINED	LSIX106
RAIL CAR, LINED	LSIX107
RAIL CAR, LINED	LSIX108
RAIL CAR, LINED	LSIX109
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RAIL CAR, LINED	LSIX135
RAIL CAR, LINED	LSIX136
TANK CAR, RAIL	LSIX137
TANK CAR, RAIL	LSIX138
TANK CAR, RAIL	LSIX139
TANK CAR, RAIL	LSIX140
TANK CAR, RAIL	LSIX141
TANK CAR, RAIL	LSIX142
TANK CAR, RAIL	LSIX143
TANK CAR, RAIL	LSIX144
TANK CAR, RAIL	LSIX145
TANK CAR, RAIL	LSIX146

(P) (W)

Bank of the West

Notice 9-201A012
E. Simpson

EAST BAY CORPORATE BANKING
7677 Oakport Street, Suite 565
Oakland, California 94621
(415) 568-4878

Deborah A. Simpson
Vice President

RECORDATION 113 FILED 1428

JUL 20 1989 - 11 15 AM

INTERSTATE COMMERCE COMMISSION

July 12, 1989

Mrs. Mildred Lee
Interstate Commerce Commission
Office of the Secretary
12th and Constitution NW
Washington, D.C. 20423

Re: LIQUID SUGARS, INC.

Dear Mrs Lee:

Enclosed please find the following information requested by your office in reference to the termination and filing of our interest in the above. A list of all names and addresses of interested parties is also attached to this letter for your reference.

- (a) Statement from Security Pacific National Bank terminating its interest in the railcars along with our cashier's check for \$13.00 for termination fee.
- (b) Our Security Agreement (original and notarized copy) covering the above-referenced railcars. Please see that your records reflect Bank of the West's security interest. An additional cashier's check for \$13.00 has been enclosed for the filing of the Security Agreement.

Thank you for your assistance and cooperation. If you should have any other questions, please contact me at (415) 568-4878.

Sincerely,

Deborah A. Simpson

DAS/cm
enclosures

Ephraim A

This STATEMENT is presented for filing pursuant to the California Uniform Commercial Code

1. FILE NO. OF ORIG. FINANCING STATEMENT NA		1A. DATE OF FILING OF ORIG. FINANCING STATEMENT Unknown		1B. DATE OF ORIG. FINANCING STATEMENT 1-12-87		1C. PLACE OF FILING ORIG. FINANCING STATEMENT Washington, D.C.	
2. DEBTOR (LAST NAME FIRST) LIQUID SUGARS, INC.						2A. SOCIAL SECURITY NO., FEDERAL TAX NO. 94-6081390	
2B. MAILING ADDRESS 1285 66th Street <i>REGISTRATION 110 FILED 1425</i>				2C. CITY, STATE Emeryville, CA		2D. ZIP CODE 94608	
3. ADDITIONAL DEBTOR (IF ANY) (LAST NAME FIRST) <i>FILED 20 1989 - 11 15 AM</i>						3A. SOCIAL SECURITY OR FEDERAL TAX NO.	
3B. MAILING ADDRESS INTERSTATE COMMERCE COMMISSION				3C. CITY, STATE		3D. ZIP CODE	
4. SECURED PARTY NAME SECURITY PACIFIC NATIONAL BANK MAILING ADDRESS 2115 Broadway CITY Oakland STATE California ZIP CODE 94612						4A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
5. ASSIGNEE OF SECURED PARTY (IF ANY) NAME MAILING ADDRESS CITY STATE ZIP CODE						5A. SOCIAL SECURITY NO., FEDERAL TAX NO. OR BANK TRANSIT AND A.B.A. NO.	
6. <input type="checkbox"/> CONTINUATION—The original Financing Statement between the foregoing Debtor and Secured Party bearing the file number and date shown above is continued. If collateral is crops or timber, check here <input type="checkbox"/> and insert description of real property on which growing or to be grown in item 7 below.							
<input checked="" type="checkbox"/> RELEASE—From the collateral described in the Financing Statement bearing the file number shown above, the Secured Party releases the collateral described in item 7 below.							
<input type="checkbox"/> ASSIGNMENT—The Secured Party certifies that the Secured Party has assigned to the Assignee above named, all the Secured Party's rights under the Financing Statement bearing the file number shown above in the collateral described in item 7 below.							
<input checked="" type="checkbox"/> TERMINATION—The Secured Party certifies that the Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above.							
<input type="checkbox"/> AMENDMENT—The Financing Statement bearing the file number shown above is amended as set forth in item 7 below. (Signature of Debtor required on all amendments.)							
<input type="checkbox"/> OTHER							

We hereby release our interest in the collateral described in the attached Exhibit originally filed with the ICC under Security Agreement dated January 12, 1987.

8. (Date) <u>June 20</u> 19 <u>89</u>		C O D E	9. This Space for Use of Filing Officer (Date, Time, Filing Office)	
LIQUID SUGARS, INC.			1	
By: <i>[Signature]</i>	President		2	
SIGNATURE(S) OF DEBTOR(S) (TITLE)			3	
SECURITY PACIFIC NATIONAL BANK			4	
By: <i>[Signature]</i>	First VP	5		
SIGNATURE(S) OF SECURED PARTY(IES) (TITLE)		6		
10. Return Copy to		7		
NAME	BANK OF THE WEST	8		
ADDRESS	7677 Oakport Street, Suite 565	9		
CITY AND STATE	Oakland, California 94621			

(2) FILING OFFICER COPY—ACKNOWLEDGEMENT STANDARD FORM—FILING FEE \$5.00

Filing Officer is requested to note date and hour of filing on this copy and return to the above party. UNIFORM COMMERCIAL CODE—FORM UCC-2

Approved by the Secretary of State

LIQUID SUGARS, INC.

<u>Description</u>	<u>Serial No.</u>
RAIL CAR, LINED	LSIX101
RAIL CAR, LINED	LSIX102
RAIL CAR, LINED	LSIX103
RAIL CAR, LINED	LSIX104
RAIL CAR, LINED	LSIX105
RAIL CAR, LINED	LSIX106
RAIL CAR, LINED	LSIX107
RAIL CAR, LINED	LSIX108
RAIL CAR, LINED	LSIX109
RAIL CAR, LINED	LSIX110
RAIL CAR, LINED	LSIX111
RAIL CAR, LINED	LSIX112
RAIL CAR, LINED	LSIX113
RAIL CAR, LINED	LSIX114
RAIL CAR, LINED	LSIX116
RAIL CAR, LINED	LSIX117
RAIL CAR, LINED	LSIX118
RAIL CAR, LINED	LSIX119
RAIL CAR, LINED	LSIX120
RAIL CAR, LINED	LSIX121
RAIL CAR, LINED	LSIX122
RAIL CAR, LINED	LSIX123
RAIL CAR, LINED	LSIX124
RAIL CAR, LINED	LSIX125
RAIL CAR, LINED	LSIX126
RAIL CAR, LINED	LSIX127
RAIL CAR, LINED	LSIX128
RAIL CAR, LINED	LSIX129
RAIL CAR, LINED	LSIX130
RAIL CAR, LINED	LSIX131
RAIL CAR, LINED	LSIX132
RAIL CAR, LINED	LSIX133
RAIL CAR, LINED	LSIX134
RAIL CAR, LINED	LSIX135
RAIL CAR, LINED	LSIX136
TANK CAR, RAIL	LSIX137
TANK CAR, RAIL	LSIX138
TANK CAR, RAIL	LSIX139
TANK CAR, RAIL	LSIX140
TANK CAR, RAIL	LSIX141
TANK CAR, RAIL	LSIX142
TANK CAR, RAIL	LSIX143
TANK CAR, RAIL	LSIX144
TANK CAR, RAIL	LSIX145
TANK CAR, RAIL	LSIX146